



**U.S. ELECTION ASSISTANCE COMMISSION**  
**OFFICE OF INSPECTOR GENERAL**  
**1225 New York Ave. NW - Suite 1100**  
**Washington, DC 20005**

January 23, 2008

Memorandum

To: Thomas Wilkey  
Executive Director

From: Curtis W. Crider  
Inspector General

Subject: Revised Final Audit Report – Administration of Payments Received Under the Help America Vote Act by the State of Wyoming Secretary of State Elections Division (Assignment Number E-HP-WY-03-07)

We contracted with the independent certified public accounting firm of Clifton Gunderson LLP (Clifton Gunderson) to audit the administration of payments received under the Help America Vote Act (HAVA) by the State of Wyoming Secretary of State Elections Division (State Elections Division). The contract required that the audit be done in accordance with U.S. generally accepted government auditing standards. Clifton Gunderson is responsible for the attached auditor's report and the conclusions expressed therein.

On August 24, 2007, the Office of Inspector General issued the Final Audit Report to the U.S. Election Assistance Commission (EAC) Executive Director and requested for a written response to the recommendations included in this report by October 24, 2007. On November 19, 2007, Clifton Gunderson received additional written comments dated September 21, 2007 from the Wyoming Deputy Secretary of State. In reviewing the comments received, Clifton Gunderson revised its Executive Summary to reflect the deputy secretary's comment. Attached to the Revised Final Report is a letter from Clifton Gunderson explaining the revisions made to the Final Report issued on August 24, 2007.

Please provide us with your written response to the recommendations included in the Revised Final Report by March 14, 2008. Your response should contain information on actions taken or planned, including target dates and titles of EAC officials responsible for implementing the recommendations.

The legislation, as amended, creating the Office of Inspector General (5 U.S.C. § App.3) requires semiannual reporting to Congress on all audit reports issued, actions taken to implement audit recommendations, and recommendations that have not been implemented. Therefore, this report will be included in our next semiannual report to Congress.

If you have questions regarding this report, please call me at (202) 566-3125.



January 4, 2008

Mr. Thomas Wilkey, Executive Director  
U.S. Election Assistance Commission  
1225 New York Avenue, NW – Suite 1100  
Washington, DC 2005

SUBJECT: Final Report: Administration of Payments Received Under the Help America Vote Act by the Wyoming Secretary of State Elections Division

Dear Mr. Wilkey:

Attached is a revised final report for the State of Wyoming.

After our final report, Report No. E-HP-WY-03-07 dated August 2007, was released by the U.S. Election Assistance Commission Office of Inspector General, we received, on November 19, 2007, additional written comments dated September 21, 2007 from the Wyoming Deputy Secretary of State through your office.

We evaluated the additional written comments and agreed to make certain changes to the final report referred to above to reflect the deputy secretary's comment that "at the time of purchase, there was no intent by the State to purchase anything using funds for non-HAVA use."

Below shows the only modifications made to the report's Executive Summary, page 1.

Revised Final Report:

Except for the use of certain equipment purchased with HAVA funds which were used, for non-HAVA related work, as discussed below, our audit concluded that SED generally accounted for and expended HAVA funds in accordance with the requirements mentioned above. This includes compliance with section 251 requirements for an election fund. The exception noted above needing SED's management attention is as follows:

- Certain computer equipment purchased with HAVA funds at the state offices and in the counties for voter registration were used for non-HAVA related activities. The state did not have procedures in place to allocate the costs of the equipments between the HAVA and the non-HAVA related activities.

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Mr. Thomas Wilkey, Executive Director  
USEAC  
January 4, 2008  
Page 2 of 2

Original Final Report:

Except for the use of equipment purchased with HAVA funds for non-HAVA related work, which is discussed below, our audit concluded that SED generally accounted for and expended HAVA funds in accordance with the requirements mentioned above. This includes compliance with section 251 requirements for an election fund. The exception noted above needing SED's management attention is as follows:

- The state purchased computer equipment with HAVA funds for use at the state offices and in the counties for voter registration which was also used for non-HAVA related activities. However, the state did not put procedures in place to allocate the costs of the equipment between the HAVA and the non-HAVA related activities.

Please do not hesitate to call me or email me at [Mia.Leswing@Cliftoncpa.com](mailto:Mia.Leswing@Cliftoncpa.com) if you have questions.

Sincerely,

**CLIFTON GUNDERSON LLP**



Mia Leswing, CPA CISA CGFM  
Partner

Attachment: Revised *Final Report: Administration of Payments Received Under the Help America Vote Act by the Wyoming Secretary of State Elections Division*

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**U.S. ELECTION ASSISTANCE  
COMMISSION  
OFFICE OF INSPECTOR GENERAL**

**REVISED FINAL REPORT:**

**ADMINISTRATION OF PAYMENTS  
RECEIVED UNDER THE HELP  
AMERICA VOTE ACT BY THE  
WYOMING SECRETARY OF STATE  
ELECTIONS DIVISION**

**MAY 1, 2003 THROUGH FEBRUARY 28, 2007**

**Report No.  
E-HP-WY-03-07  
AUGUST 2007**

**REVISED FINAL REPORT  
PERFORMANCE AUDIT REPORT**

**ADMINISTRATION OF PAYMENTS  
RECEIVED UNDER THE HELP  
AMERICA VOTE ACT BY THE WYOMING  
SECRETARY OF STATE ELECTIONS  
DIVISION**

**May 1, 2003 Through February 28, 2007**

**UNITED STATES ELECTION  
ASSISTANCE COMMISSION**



**Clifton  
Gunderson LLP**  
Certified Public Accountants & Consultants

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**U.S. Elections Assistance Commission  
Performance Audit of the Administration of Payments Received Under the Help America  
Vote Act by the Wyoming Secretary of State Elections Division**

**EXECUTIVE SUMMARY**

Clifton Gunderson LLP was engaged by the U.S. Election Assistance Commission (EAC or the Commission) Office of Inspector General to conduct a performance audit of the Wyoming Secretary of State Elections Division (SED) for the period May 1, 2003 through February 28, 2007 to determine whether the SED used payments authorized by Sections 101, 102, and 251 of the Help America Vote Act of 2002 (HAVA or the Act) in accordance with HAVA and applicable requirements; accurately and properly accounted for property purchased with HAVA payments and for program income, and met HAVA requirements for Section 251 funds for an election fund, for a matching contribution, and for maintenance of a base level of state outlays. In addition, the Commission requires states to comply with certain financial management requirements, specifically:

- Comply with the *Uniform Administrative Requirements For Grants And Cooperative Agreements With State And Local Governments* (also known as the “Common Rule”) as published in the Code of Federal Regulations 41 CFR 105-71.
- Expend payments in accordance with cost principles for establishing the allowance or disallowance of certain items of cost for federal participation issued by the Office of Management and Budget (OMB) in Circular A-87.
- Submit detailed annual financial reports on the use of Title I and Title II payments.

We conducted this performance audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on the audit objectives. Because of inherent limitations, a study and evaluation made for the limited purposes of our review would not necessarily disclose all weaknesses in administering HAVA payments.

Except for the use of certain equipment purchased with HAVA funds which were used for non-HAVA related work as discussed below, our audit concluded that SED generally accounted for and expended HAVA funds in accordance with the requirements mentioned above. This includes compliance with section 251 requirements for an election fund. The exception noted above needing SED’s management attention is as follows:

- Certain computer equipment purchased with HAVA funds at the state offices and in the counties for voter registration were used for non-HAVA related activities. The state did not have procedures in place to allocate the costs of the equipment between the HAVA and the non-HAVA related activities.

We have included in this report the SED's formal response to our draft report dated July 12, 2007 and the related response to our draft finding and recommendation dated May 30, 2007. The SED agreed that the equipment was used for non-HAVA related activities, but is of the opinion that the state and counties should not have to fund any of the computer equipment costs.

### **BACKGROUND**

The Help America Vote Act of 2002 created the U.S. Election Assistance Commission to assist states and insular areas with the improvement of the administration of Federal elections and to provide funds to states to help implement these improvements. HAVA authorizes payments to states under Titles I and II, as follows:

- Title I, Section 101 payments are for activities such as complying with Title III of HAVA for uniform and nondiscriminatory election technology and administration requirements, improving the administration of elections for Federal office, educating voters, training election officials and poll workers, and developing a state plan for requirements payments.
- Title I, Section 102 payments are available only for the replacement of punch card and lever action voting systems.
- Title II, Section 251 requirements payments are for complying with Title III requirements for voting system equipment; and for addressing provisional voting, voting information, statewide voter registration lists, and voters who register by mail.

Title II also requires that states must:

- Have appropriated funds "equal to 5 percent of the total amount to be spent for such activities [activities for which requirements payments are made]." (Section 253)(5).
- "Maintain the expenditures of the State for activities funded by the [requirements] payment at a level that is not less than the level of such expenditures maintained by the State for the fiscal year ending prior to November 2000." (Section 254 (a) (7)).
- Establish an election fund for amounts appropriated by the state "for carrying out the activities for which the requirements payment is made," for the Federal requirements payments received, for "such other amounts as may be appropriated under law," and for "interest earned on deposits of the fund." (Section 254 )(1).

### **AUDIT OBJECTIVES**

The objectives of our audit were to determine whether the State of Wyoming:

1. Used payments authorized by Sections 101, 102, and 251 of the Help America Vote Act (HAVA) in accordance with HAVA and applicable requirements;
2. Accurately and properly accounted for property purchased with HAVA payments and for program income;



3. Met HAVA requirements for Section 251 funds for an election fund, for a matching contribution, and for maintenance of a base level of state outlays.

In addition, to account for HAVA payments, the Act requires states to maintain records that are consistent with sound accounting principles, that fully disclose the amount and disposition of the payments, that identify the project costs financed with the payments and other sources, and that will facilitate an effective audit. The Commission requires states receiving HAVA funds to comply with certain financial management requirements, specifically:

4. Comply with the *Uniform Administrative Requirements For Grants And Cooperative Agreements With State and Local Governments* (also known as the “Common Rule”) as published in the Code of Federal Regulations at 41 CFR 105-71.
5. Expend payments in accordance with cost principles for establishing the allowance or disallowance of certain items of cost for federal participation issued by the Office of Management and Budget (OMB) in Circular A-87.
6. Submit detailed annual financial reports on the use of Title I and Title II payments.<sup>1</sup>

**SCOPE AND METHODOLOGY**

We audited the HAVA funds received and disbursed by the SED from May 1, 2003 through February 28, 2007.

Funds received and disbursed from May 1, 2003 (program initiation date) to February 28, 2007 (47-month period) are shown below:

TYPE OF PAYMENT	FUNDS RECEIVED				FUNDS DISBURSED	DATA AS OF
	EAC PAYMENT	STATE MATCH	INTEREST EARNED	TOTAL AVAILABLE		
101	\$ 5,000,000	\$0	\$748,044	\$5,748,044	\$ 886,605	2/28/2007
102	0	0	0	0	0	2/28/2007
251	11,596,803	610,358	840,231	13,047,392	7,081,182	2/28/2007
	<u>\$16,596,803</u>	<u>\$610,358</u>	<u>\$1,588,275</u>	<u>\$18,795,436</u>	<u>\$7,967,787</u>	

Note: Section 251 funds disbursed excluded the disbursements on a cancelled contract totaling \$3,700,000 and airline travel of \$398, which were refunded to the fund. See more explanation in Appendix A.

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<sup>1</sup> EAC requires states to submit annual reports on the expenditure of HAVA Sections 101, 102, and 251 funds. For Sections 101 and 102, reports are due on February 28 for the activities of the previous calendar year. For Section 251, reports are due by March 31 for the activities of the previous fiscal year ending on September 30.

Our audit methodology is set forth in Appendix B.

## **AUDIT RESULTS**

We conducted this performance audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on the audit objectives. Because of inherent limitations, a study and evaluation made for the limited purposes of our review would not necessarily disclose all weaknesses in administering HAVA payments.

Except for the equipment cost allocation, our audit concluded that SED generally accounted for and expended HAVA funds in accordance with the requirements mentioned above. This includes compliance with section 251 requirements for an election fund and for maintenance of a base level of state outlays. The exception needing SED's management attention is described below:

### **I. Equipment Cost Allocation**

The state purchased two (2) desktop computers and one (1) server unit for each county, and other equipment for election headquarters to be used for voter registration at an invoice price of \$199,475, but at a net cost of \$173,322. Title to the computers rests with the state; however, state officials have given permission to the staff at both the state and county offices to use the equipment for daily non-HAVA activities. The state did not put procedures in place to allocate the costs of the equipment between the HAVA and the Non-HAVA related activities, and to reimburse the election fund for the allocated non-HAVA portion of the costs of the equipment.

The Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, Part 7.B.1.b.2 states that a cost is allowable for Federal reimbursement only to the extent of benefits received by Federal Awards and its conformance with the general policies and principles stated in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, Attachment A., which states that a cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. OMB Circular A-87 further states in 3.b. that all subawards are subject to those Federal cost principles applicable to the particular organization concerned.

The EAC has also issued guidelines, in response to a question asked about the DeMinimus Uses of Equipment, that a state can allocate only that portion of the equipment purchase cost that will go to benefit the state's HAVA program. Alternatively, the expenses may qualify as an indirect cost in which case the state may submit an indirect cost rate proposal in which it identifies and supplies information regarding direct and indirect costs of operation.

### ***Recommendations:***

We recommend that the EAC require the SED to:

1. Implement a policy and procedure to ensure that the cost of equipment purchased with HAVA funds is properly allocated between HAVA and non-HAVA related usages.

2. Determine the amount of reimbursement due to the election fund for non-HAVA usage of the applicable equipment since date of acquisition.

***SED's Response:***

The SED responded by identifying the sequence of events relating to the purchase of the computer equipment from a vendor for the voter registration project, and the resulting problems associated with the contract with the vendor. The vendor eventually refunded most of the money paid on the contract except for \$173,322 for the equipment. The state officials acknowledged that some of this equipment is being used for non-HAVA related activities. However, they believe that the use of the equipment for activities not related to HAVA is warranted, based on a number of factors cited in their response at Appendix A.

The SED's response in Appendix A included various attachments regarding the allocation of the percentage of usage assigned to the equipment and other explanatory information. This information was not available to us at the time of the audit but was only provided in SED's response to our draft report. Accordingly, we were not able to examine the basis of the allocation to determine its reasonableness or accuracy.

***Auditor's Response:***

Federal regulations and EAC rulings provide definitive guidance when equipment purchased with federal funds for a specific purpose is also used for activities not related to the purpose. The guidance requires that the cost be allocated on a usage basis. It does not provide any exceptions.

\*\*\*\*\*

We provided a draft of our report to the appropriate individuals of the State of Wyoming Secretary of State Elections Division and the United States Election Assistance Commission. We considered any comments received prior to finalizing this report.

CG performed its work between January 5, 2007 and June 1, 2007.

*Clifton Henderson LLP*

Calverton, Maryland

## Wyoming Secretary of State

Max Maxfield  
Secretary of State



Patricia O'Brien Arp  
Deputy Secretary of State

July 12, 2007

Curtis Crider, Inspector General  
U. S. Election Assistance Commission  
Office of Inspector General  
1225 New York Ave. NW - Suite 1100  
Washington, D.C. 20005

**RE: Additional Written Comments To The Audit Report Findings**

Dear Mr. Crider:

Thank you for your letter dated June 13, 2007 attached with the Performance Audit Report. We too appreciate the courtesy shown by the Clifton Gunderson auditors and by you and your office. The Secretary of State offers these written comments to the *Performance Audit Report—Administration of Payments Received Under the Help America Vote Act by the Wyoming Secretary of State Elections Division* (the Performance Audit Report) prior to its submission to the U. S. Election Assistance Commission (EAC). The intent of our comments is to clarify certain statements made in the Clifton Gunderson report we feel are necessary for fairness and accuracy prior to the report being formally submitted to the EAC. Secondly, our intention is to present the rationale giving rise to these facts and asking that the EAC give full consideration to both of our letters of response. As such we request that our first comment letter, dated May 30, 2007, be included with the materials which you will submit to the EAC. Certain amendments and additional information is included in this letter.

**I. Clarification of certain statements contained in the draft report**

The Secretary of State has reviewed and respectfully objects to the wording of certain facts in the Performance Audit Report enumerated below:

1. On page 1 under the major heading, "Executive Summary" the first sentence of the sixth paragraph begins with the words, "***Except for the use of equipment purchased with HAVA funds for non-HAVA related work, . . .***" The next paragraph contains the related statement, "*The state purchased computer equipment with HAVA funds for use at the state offices and in the counties for voter registration and other non-HAVA related activities.*"

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The Secretary of State requests that the highlighted language in the report be removed or be re-worded. The Secretary of State did not purchase equipment for non-HAVA related work. At the time the voter registration contract was initiated and the equipment was purchased the intent was to install and use the subject equipment to effectuate a statewide voter registration system, one of HAVA's primary requirements. Unforeseen complications resulted in the April 2006 termination of that voter registration system contract. Two years and several months after the contract was signed, the Secretary of State's office authorized use in its office and in the counties of some HAVA equipment for some non-HAVA related work. At the time of purchase, all equipment was purchased for HAVA activities.

The Secretary of State's concern centers on distinguishing between the present report wording which incorrectly suggests that the Secretary of State purchased the equipment with the intention at the time to perform non-HAVA work. That is not the case. Intervening factors two years after purchase left the Secretary of State the choice between liquidating dated equipment for whatever we could get just months before a federal election, or retaining the equipment, putting certain pieces of that equipment to use while there was a need and potentially using the equipment for whatever voter registration project was to follow. The logical and financially prudent alternative was to keep the equipment, use it to get us through the 2006 election, and use the equipment with the next voter registration system where possible.

2. There is a note on page 3 stating that the Section 251 funds disbursed total is net of refunds on cancelled contract totaling \$3,700,398. The Agreement and Release entered between Accenture and the Secretary of State dated April 14, 2006 refunded \$3,700,000 back to the HAVA 251 monies. The \$398 amount included in the note was for the refund of airline travel.

3. Page 4 states in subtitle I that, "*The state purchased two (2) desktop computers and one (1) server unit for each county, and other equipment for election headquarters to be used for voter registration at a net cost of \$199,475.*" For the purposes of clarification, this office has conducted a survey of each county to ascertain which of the eleven items of equipment purchased and installed with HAVA funds in each county may have subsequently been employed for non-HAVA uses. Attachment #1 is a listing, by county, of the eleven equipment items received by each county. For each item, the county has indicated if the item was not used; if it was used for HAVA only; or what percentage, if any, was used for non-HAVA related activities. Attachment #2 is a listing of each piece of equipment purchased with HAVA money that was located at the Secretary of State's office and a statement of its utilization.

Attachment #3 is an inventory listing provided to the auditors listing each piece of equipment purchased under the contract and its invoice price. Pages 8 and 9 of the May 30, 2007 letter written to you as this office's response to NFR #1 incorrectly stated that, "...\$3.4 million was returned to the state to be used in accomplishing HAVA's purposes." To be factually correct we should have stated that \$3.7 million was returned to the HAVA funds to be used in accomplishing HAVA's purposes. Further, pages 8 and 9 state that computer equipment was originally invoiced at \$250,000 and it was acquired by paying Accenture \$199,475. This is inaccurate and requires further explanation.

The \$250,000 amount used is not the invoice price of the equipment, but instead is the “marked-up” price Accenture charged under the contract for the equipment. The price is “marked-up” because Accenture covered its administrative, shipping, set-up and software costs through this mark-up arrangement. Had the contract been completed, the equipment cost would have been \$250,000.

The \$199,475 amount used is the invoice price of each item taken from the packing/invoice slips attached to each box. The invoice price of \$199,475 does not include Accenture’s mark-up.

Consideration of this matter revealed that even though the intended cost was \$250,000 and the invoice prices of the equipment total \$199,475, HAVA paid only \$173,322.30. Accenture discounted the value of the equipment at the termination of the agreement. The consequence was that \$173,322.30 in HAVA money was used to obtain the equipment in question.

With those facts established, the Secretary of State submits that any allocation, should the EAC not accept our explanation, would not be based on \$199,475 as listed in the Report. Instead, such allocation should be based on some amount less because at most \$173,322.30 was expended for the equipment. Please allow us to explain.

Regardless what the invoice amount is, or the amount Accenture marked-up the equipment, only \$173,322.30 in HAVA money ended up being expended on the equipment. This office paid Accenture \$3.873 million in HAVA money under the voter registration contract. The April 14, 2006 Agreement and Release (Attachment #4 hereto) refunded \$3.7 million back to the HAVA fund. All said and done, the state of Wyoming retained the equipment and Accenture received \$173,322.30 more under the contract than it refunded to the state. Only \$173,322.30 in HAVA funds is involved.

Of the \$173,322.30 in HAVA funds involved, only the value of that equipment used for non-HAVA matters should theoretically be subject to the potential for allocation. If that is true, then the discounted or termination value of the items never used or which were used only for HAVA must be deducted from the \$173,322.30 total. Applying the numbers in county utilization summary (Attachment #1) a total amount of \$32,915.71 would be subject to the potential for allocation.

As for the equipment at the Secretary of State’s office, Attachment #2 shows which equipment was never used and is intended for HAVA use only; and which equipment was utilized. At the state level, with no HAVA funded employees, it becomes even more difficult to extrapolate pure HAVA, from HAVA driven, from non-HAVA use. Given the current Performance Audit Report, it appears the state has two choices: pro-rate the usage of equipment utilized at the Secretary of State’s office and re-box them for storage in our vault to replace county equipment as needed exclusively for future HAVA use or; to use state funds to pay the \$15,549.02 to purchase them outright, see Attachment 2.

The computations take into consideration that if \$173,322.30 in HAVA funds were paid for the equipment, a discount factor equal to  $173,322.30/199,475$  or 0.869 must be multiplied against the invoice price of each piece of equipment to arrive at its

“discounted” value, or the price truly paid, at the time of termination. Then it becomes a matter of summation of those values which must be allocated. This is a very generous estimate by the state. Because of the difficulty in computing state vs. HAVA use when employees perform both types of tasks, the state will end up funding HAVA usage as well.

## **II. Rationale For Non-HAVA Use**

The Secretary of State firmly believes that the HAVA funds were spent properly, especially in light of the circumstances facing a small population state where it is impossible to sensibly allocate equipment costs. Consider Wyoming’s Niobrara County, the least populous county in the state with 2,400 people and with a geographic area larger than the State of Delaware. It requires a base level of equipment to perform the required HAVA tasks. That base level was the same eleven items that were provided to the most populous, Laramie County with 85,000 people. Niobrara processes an average of three voter registration applications per month. There are 3 ½ employees in the County Clerk’s Office. What percentage of their county tasks would three voter registrations per month represent? Perhaps some fraction of a percent? With such small numbers the mathematical allocation for Niobrara County will approach 99 -100% payment by the state and county. My point is that small population counties with few employees perform many and varied tasks due to their small size. A minority of those tasks involve federal elections. Failing to maintain the base requirement of equipment, however, would mean their three applications per month would not be processed in accordance with the federally mandated HAVA requirements, and this office and the County Clerk would justifiably answer for noncompliance. The uncompromising wording and enforcement of the EAC DeMinimus Uses of Equipment Guideline hits small population counties with an untenable reality that HAVA’s requirements will be met on the backs of the counties and the state, not with HAVA funds. Interestingly, this fact was recognized by the EAC when it made distributions of Section 101 monies to “minimally funded states” realizing that statistical distributions produce unrealistic results at the extremes of the population continuum.

We ask for the EAC to thoroughly review the issues presented. The facts are:

**\*\*Equipment necessary to effectuate compliance with HAVA voter registration requirements was purchased with HAVA funds pursuant to a contract with Accenture LLP dated February 27, 2004.**

**\*\*Accenture purchased, distributed and set up the equipment in each Wyoming county and in the Secretary of State’s Office to accomplish its voter registration project.**

**\*\*The Secretary of State terminated its contract with Accenture in a document entitled AGREEMENT AND RELEASE dated April 14, 2006.**

\*\*Under the AGREEMENT AND RELEASE, Accenture returned \$3,700,000 to the Secretary of State as full payment and consideration of the agreement. Item 4 of that AGREEMENT AND RELEASE stated that the Secretary of State will retain possession and title of all equipment provided by Accenture. It also said that Accenture agrees that the difference between the total amount paid by the Secretary of State to Accenture under the Contract and the dollar amount to be paid by Accenture to the Secretary of State under this Agreement constitutes payment in full of all equipment retained by the Secretary of State.

\*\*The total payments to Accenture under the Contract were \$3,873,322.30. The amount returned by Accenture was \$3,700,000 for a difference of \$173,322.30. Thus we submit that the maximum amount subject to allocation cannot possibly exceed \$173,322.30.

\*\*Should the state of Wyoming be forced to allocate and pay for non-HAVA use of equipment, the \$173,322.30 amount should further be reduced by the discounted value of the equipment which was (1) never used, or (2) was used exclusively for HAVA purposes.

The bottom line is:

- Wyoming spent the HAVA money appropriately.
- The application of the EAC DeMinimus Uses of Equipment Guideline is being applied inappropriately for a minimum funded state.

If the ultimate decision of the EAC is to require payment under some form of allocation for the equipment purchased, there will be some work required to transfer state funds into the HAVA account since we could not have anticipated such expenditure.

Thank you for consideration of our comments and we believe that you will understand the rationale for our decision and produce a fair resolution.

Sincerely,



Patricia O'Brien Arp  
Deputy Secretary of State

PA/tac



## ATTACHMENT 1

WY Counties HAVA Inventory Report

Item	Description	Unit	Quantity	Unit Cost	Total Cost	Item	Description	Unit	Quantity	Unit Cost	Total Cost	Item	Description	Unit	Quantity	Unit Cost	Total Cost	Item	Description	Unit	Quantity	Unit Cost	Total Cost																																				
Strobe XP 200	(Ad Hoc Scanner)	Not Used				Strobe XP 450	(Bar Code Scanner)	Not Used				W.S. 9000 Laser Scanner	(Bar Code Reader 1)	Not Used				W.S. 9000 Laser Scanner	(Bar Code Reader 2)	Not Used				dc5000 Micro Tower	(PC 1)	Not Used				L1755 17 inch Flat Panel Display	(PC 1 Monitor)	Not Used			dc5000 Micro Tower	(PC 2)	Not Used			L1755 17 inch Flat Panel Display	(PC 2 Monitor)	Not Used			Labovvinter	(Dymo Label Maker)	Not Used			Print Server	(Dymo Label Cord)	Not Used			HP Laser Jet	(Printer)	Not Used		
\$369 per unit				\$320.66		\$888 per unit				\$300 per unit	\$260.70	\$300 per unit	\$280.70	\$1983 per unit	\$1,445.15		\$1983 per unit	\$1,445.15	\$200 per unit	\$173.80		\$1983 per unit	\$1,445.15	\$110 per unit	\$95.59		\$70 per unit	\$60.83		\$1569 per unit	\$1,354.77																												
Discount Cost (0.889xcost)				\$272.56		\$71.87				\$0.00	\$0.00	\$0.00	\$0.00	\$6,647.66		\$799.46		\$9,479.00		\$1,127.96		\$34.12		\$218.99		\$12,775.40																																	

Total owed \$272.56

\$1,350.42

\$0.00

\$0.00

\$6,647.66

\$799.46

\$9,479.00

\$1,127.96

\$34.12

\$218.99

\$12,775.40

**Grand Total \$32,915.71**

## ATTACHMENT 2

WY SOS HAVA Inventory Report

Item Description	Unit	Price	Quantity	Total	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location
Strobe NP 200 (Vid Hdc Scanner)	Each	\$350.00	(4)	\$1,400.00	Not Used									
Invoice Cost		\$350.00												
Discount Cost (8892000)		\$77.10												
HAVA USE ONLY OR NOT USED														
Strobe XE 450 (Barcode Scanner)	Each	\$268.70	(2)	\$537.40	Not Used									
WLS 9000 Laser Scanner (Barcode Reader 1)	Each	\$300.00	(4)	\$1,200.00	Not Used									
WLS 9000 Laser Scanner (Barcode Reader 2)	Each	\$250.00	(4)	\$1,000.00	Not Used									
455000 Micro Tower (PC 1)	Each	\$1,463.15	(1)	\$1,463.15	HAVA Use Only									
L7755 17 inch Flat Panel (PC 1 Monitor)	Each	\$200.00	(1)	\$200.00	HAVA Use Only									
455000 Micro Tower (PC 2)	Each	\$1,745.15	(1)	\$1,745.15	HAVA Use Only									
L7755 17 inch Flat Panel (PC 2 Monitor)	Each	\$200.00	(1)	\$200.00	HAVA Use Only									
455000 Micro Tower (PC 3)	Each	\$1,745.15	(1)	\$1,745.15	HAVA Use Only									
L7755 17 inch Flat Panel (PC 3 Monitor)	Each	\$200.00	(1)	\$200.00	HAVA Use Only									
Label/Mailer (Dymo Label Maker)	Each	\$95.59	(3)	\$286.77	Not Used									
Print Server (Dymo Label Card)	Each	\$0.00	(9)	\$0.00	Not Used									
HP Laser Jet (Printer)	Each	\$5,419.08	(1)	\$5,419.08	HAVA Use Only									

SOS UTILIZED	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location	Current Location
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
SOS Office	(1) USED													
Total owed	\$320.66	\$0.00	\$0.00	\$0.00	\$8,870.88	\$1,042.80	\$0.00	\$0.00	\$95.59	\$0.00	\$5,419.08			

Grand Total \$15,549.02

## ATTACHMENT 3

## *Equipment Purchased with HAVA Funds*

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001726	dc5000 MicroTower	Albany County	\$1,663.00
002-001729	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Albany County	\$300.00
002-001727	L1755 17 inch TFT Flat Panel Display Analog/Digital	Albany County	\$200.00
002-001730	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Albany County	\$300.00
002-001725	L1755 17 inch TFT Flat Panel Display Analog/Digital	Albany County	\$200.00
002-001724	Print Server (PS121NA)	Albany County	\$70.00
002-001723	LabelWriter 330 Turbo	Albany County	\$110.00
002-001722	Strobe XP 450	Albany County	\$888.00
002-001721	HP Laser Jet 4250	Albany County	\$1,559.00
002-001720	dc5000 MicroTower	Albany County	\$1,663.00
002-001728	Strobe XP 200	Albany County	\$369.00
002-001889	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Big Horn County	\$300.00
002-001894	LabelWriter 330 Turbo	Big Horn County	\$110.00
002-001892	Strobe XP 200	Big Horn County	\$369.00
002-001891	Strobe XP 450	Big Horn County	\$888.00
002-001890	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Big Horn County	\$300.00
002-001884	dc5000 MicroTower	Big Horn County	\$1,663.00
002-001888	HP Laser Jet 4250	Big Horn County	\$1,559.00
002-001887	L1755 17 inch TFT Flat Panel Display Analog/Digital	Big Horn County	\$200.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001886	L1755 17 inch TFT Flat Panel Display Analog/Digital	Big Horn County	\$200.00
002-001893	Print Server (PS121NA)	Big Horn County	\$70.00
002-001885	dc5000 MicroTower	Big Horn County	\$1,663.00
002-001925	Print Server (PS121NA)	Campbell County	\$70.00
002-001918	dc5000 MicroTower	Campbell County	\$1,663.00
002-001917	dc5000 MicroTower	Campbell County	\$1,663.00
002-001926	LabelWriter 330 Turbo	Campbell County	\$110.00
002-001924	Strobe XP 200	Campbell County	\$369.00
002-001923	HP Laser Jet 4250	Campbell County	\$1,559.00
002-001922	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Campbell County	\$300.00
002-001921	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Campbell County	\$300.00
002-001920	L1755 17 inch TFT Flat Panel Display Analog/Digital	Campbell County	\$200.00
002-001919	L1755 17 inch TFT Flat Panel Display Analog/Digital	Campbell County	\$200.00
002-001927	Strobe XP 450	Campbell County	\$888.00
002-001943	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Carbon County	\$300.00
002-001939	dc5000 MicroTower	Carbon County	\$1,663.00
002-001940	dc5000 MicroTower	Carbon County	\$1,663.00
002-001941	L1755 17 inch TFT Flat Panel Display Analog/Digital	Carbon County	\$200.00
002-001942	L1755 17 inch TFT Flat Panel Display Analog/Digital	Carbon County	\$200.00
002-001945	HP Laser Jet 4250	Carbon County	\$1,559.00
002-001946	Strobe XP 200	Carbon County	\$369.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001947	Print Server (PS121NA)	Carbon County	\$70.00
002-001948	LabelWriter 330 Turbo	Carbon County	\$110.00
002-001949	Strobe XP 450	Carbon County	\$888.00
002-001944	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Carbon County	\$300.00
002-001733	Strobe XP 200	Converse County	\$369.00
002-001740	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Converse County	\$300.00
002-001741	HP Laser Jet 4250	Converse County	\$1,559.00
002-001738	L 1755 17 inch TFT Flat Panel Display Analog/Digital	Converse County	\$200.00
002-001737	Print Server (PS121NA)	Converse County	\$70.00
002-001736	LabelWriter 330 Turbo	Converse County	\$110.00
002-001739	dc5000 MicroTower	Converse County	\$1,663.00
002-001734	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Converse County	\$300.00
002-001732	dc5000 MicroTower	Converse County	\$1,663.00
002-001731	L 1755 17 inch TFT Flat Panel Display Analog/Digital	Converse County	\$200.00
002-001735	Strobe XP 450	Converse County	\$888.00
002-001833	Print Server (PS121NA)	Crook County	\$70.00
002-001840	dc5000 MicroTower	Crook County	\$1,663.00
002-001831	dc5000 MicroTower	Crook County	\$1,663.00
002-001835	LabelWriter 330 Turbo	Crook County	\$110.00
002-001836	Strobe XP 200	Crook County	\$369.00
002-001837	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Crook County	\$300.00



<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001838	Strobe XP 450	Crook County	\$888.00
002-001839	L1755 17 inch TFT Flat Panel Display Analog/Digital	Crook County	\$200.00
002-001834	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Crook County	\$300.00
002-001830	L1755 17 inch TFT Flat Panel Display Analog/Digital	Crook County	\$200.00
002-001832	HP Laser Jet 4250	Crook County	\$1,559.00
002-001978	L1755 17 inch TFT Flat Panel Display Analog/Digital	Dawn	\$200.00
002-001703	dc5000 MicroTower	Dawn	\$1,663.00
002-001751	LabelWriter 330 Turbo	Fremont County	\$110.00
002-001750	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Fremont County	\$300.00
002-001749	L1755 17 inch TFT Flat Panel Display Analog/Digital	Fremont County	\$200.00
002-001748	Strobe XP 200	Fremont County	\$369.00
002-001744	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Fremont County	\$300.00
002-001746	HP Laser Jet 4250	Fremont County	\$1,559.00
002-001745	Strobe XP 450	Fremont County	\$888.00
002-001742	dc5000 MicroTower	Fremont County	\$1,663.00
002-001743	L1755 17 inch TFT Flat Panel Display Analog/Digital	Fremont County	\$200.00
002-001747	dc5000 MicroTower	Fremont County	\$1,663.00
002-001752	Print Server (PS121NA)	Fremont County	\$70.00
002-001795	LabelWriter 330 Turbo	Goshen County	\$110.00
002-001794	dc5000 MicroTower	Goshen County	\$1,663.00
002-001793	L1755 17 inch TFT Flat Panel Display Analog/Digital	Goshen County	\$200.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001792	L1755 17 inch TFT Flat Panel Display Analog/Digital	Goshen County	\$200.00
002-001791	dc5000 MicroTower	Goshen County	\$1,663.00
002-001789	Strobe XP 200	Goshen County	\$369.00
002-001786	Strobe XP 450	Goshen County	\$888.00
002-001796	Print Server (PS121NA)	Goshen County	\$70.00
002-001790	HP Laser Jet 4250	Goshen County	\$1,559.00
002-001787	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Goshen County	\$300.00
002-001788	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Goshen County	\$300.00
002-001897	L1755 17 inch TFT Flat Panel Display Analog/Digital	Hot Springs County	\$200.00
002-001904	Print Server (PS121NA)	Hot Springs County	\$70.00
002-001903	Strobe XP 200	Hot Springs County	\$369.00
002-001902	Strobe XP 450	Hot Springs County	\$888.00
002-001901	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Hot Springs County	\$300.00
002-001900	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Hot Springs County	\$300.00
002-001898	L1755 17 inch TFT Flat Panel Display Analog/Digital	Hot Springs County	\$200.00
002-001905	LabelWriter 330 Turbo	Hot Springs County	\$110.00
002-001896	dc5000 MicroTower	Hot Springs County	\$1,663.00
002-001895	dc5000 MicroTower	Hot Springs County	\$1,663.00
002-001899	HP Laser Jet 4250	Hot Springs County	\$1,559.00
002-001979	L1755 17 inch TFT Flat Panel Display Analog/Digital	Jen	\$200.00
002-001983	HP Laser Jet 4250	Jen	\$1,559.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001976	dc5000 MicroTower	Jeri	\$1,663.00
002-001930	L1755 17 inch TFT Flat Panel Display Analog/Digital	Johnson County	\$200.00
002-001931	L1755 17 inch TFT Flat Panel Display Analog/Digital	Johnson County	\$200.00
002-001932	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Johnson County	\$300.00
002-001934	HP Laser Jet 4250	Johnson County	\$1,559.00
002-001928	dc5000 MicroTower	Johnson County	\$1,663.00
002-001935	Strobe XP 200	Johnson County	\$369.00
002-001936	Print Server (PS121NA)	Johnson County	\$70.00
002-001937	LabelWriter 330 Turbo	Johnson County	\$110.00
002-001938	Strobe XP 450	Johnson County	\$888.00
002-001929	dc5000 MicroTower	Johnson County	\$1,663.00
002-001933	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Johnson County	\$300.00
002-001984	HP Laser Jet 4250	Karla	\$1,559.00
002-001977	dc5000 MicroTower	Karla	\$1,663.00
002-001974	L1755 17 inch TFT Flat Panel Display Analog/Digital	Karla	\$200.00
002-001698	dc5000 MicroTower	Kelly D.	\$1,663.00
002-001699	L1755 17 inch TFT Flat Panel Display Analog/Digital	Kelly D.	\$200.00
002-001717	LabelWriter 330 Turbo	Kelly D.	\$110.00
002-001708	Strobe XP 200	Kelly D.	\$369.00
002-001714	HP Laser Jet 4250	Kelly D.	\$1,559.00
002-001702	L1755 17 inch TFT Flat Panel Display Analog/Digital	Kelly V.	\$200.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001973	dc5000 MicroTower	Kelly V.	\$1,663.00
002-001960	HP Laser Jet 4250	Laramie County	\$1,559.00
002-001951	dc5000 MicroTower	Laramie County	\$1,663.00
002-001952	L1755 17 inch TFT Flat Panel Display Analog/Digital	Laramie County	\$200.00
002-001953	Strobe XP 450	Laramie County	\$888.00
002-001954	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Laramie County	\$300.00
002-001957	L1755 17 inch TFT Flat Panel Display Analog/Digital	Laramie County	\$200.00
002-001961	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Laramie County	\$300.00
002-001958	Strobe XP 200	Laramie County	\$369.00
002-001959	LabelWriter 330 Turbo	Laramie County	\$110.00
002-001956	dc5000 MicroTower	Laramie County	\$1,663.00
002-001955	Print Server (PS121NA)	Laramie County	\$70.00
002-001842	LabelWriter 330 Turbo	Lincoln County	\$110.00
002-001848	Strobe XP 450	Lincoln County	\$888.00
002-001841	Print Server (PS121NA)	Lincoln County	\$70.00
002-001843	HP Laser Jet 4250	Lincoln County	\$1,559.00
002-001844	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Lincoln County	\$300.00
002-001845	Strobe XP 200	Lincoln County	\$369.00
002-001847	dc5000 MicroTower	Lincoln County	\$1,663.00
002-001849	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Lincoln County	\$300.00
002-001850	dc5000 MicroTower	Lincoln County	\$1,663.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001851	L1755 17 inch TFT Flat Panel Display Analog/Digital	Lincoln County	\$200.00
002-001846	L1755 17 inch TFT Flat Panel Display Analog/Digital	Lincoln County	\$200.00
002-001700	L1755 17 inch TFT Flat Panel Display Analog/Digital	Lori K.	\$200.00
002-001701	dc5000 MicroTower	Lori K.	\$1,663.00
002-001964	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Natrona County	\$300.00
002-001969	L1755 17 inch TFT Flat Panel Display Analog/Digital	Natrona County	\$200.00
002-001972	HP Laser Jet 4250	Natrona County	\$1,559.00
002-001962	dc5000 MicroTower	Natrona County	\$1,663.00
002-001970	L1755 17 inch TFT Flat Panel Display Analog/Digital	Natrona County	\$200.00
002-001968	Print Server (PS121NA)	Natrona County	\$70.00
002-001967	Strobe XP 200	Natrona County	\$369.00
002-001966	LabelWriter 330 Turbo	Natrona County	\$110.00
002-001965	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Natrona County	\$300.00
002-001963	dc5000 MicroTower	Natrona County	\$1,663.00
002-001971	Strobe XP 450	Natrona County	\$888.00
002-001816	Strobe XP 200	Niobrara County	\$369.00
002-001808	dc5000 MicroTower	Niobrara County	\$1,663.00
002-001809	L1755 17 inch TFT Flat Panel Display Analog/Digital	Niobrara County	\$200.00
002-001810	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Niobrara County	\$300.00
002-001811	Print Server (PS121NA)	Niobrara County	\$70.00
002-001812	Strobe XP 450	Niobrara County	\$888.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001813	HP Laser Jet 4250	Niobrara County	\$1,559.00
002-001817	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Niobrara County	\$300.00
002-001818	LabelWriter 330 Turbo	Niobrara County	\$110.00
002-001815	dc5000 MicroTower	Niobrara County	\$1,663.00
002-001814	L1755 17 inch TFT Flat Panel Display Analog/Digital	Niobrara County	\$200.00
002-001876	L1755 17 inch TFT Flat Panel Display Analog/Digital	Park County	\$200.00
002-001883	Print Server (PS121NA)	Park County	\$70.00
002-001882	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Park County	\$300.00
002-001881	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Park County	\$300.00
002-001880	Strobe XP 200	Park County	\$369.00
002-001879	HP Laser Jet 4250	Park County	\$1,559.00
002-001877	LabelWriter 330 Turbo	Park County	\$110.00
002-001873	dc5000 MicroTower	Park County	\$1,663.00
002-001874	dc5000 MicroTower	Park County	\$1,663.00
002-001875	L1755 17 inch TFT Flat Panel Display Analog/Digital	Park County	\$200.00
002-001878	Strobe XP 450	Park County	\$888.00
002-001715	HP Laser Jet 4250	Peggy	\$1,559.00
002-001801	Print Server (PS121NA)	Platte County	\$70.00
002-001797	LabelWriter 330 Turbo	Platte County	\$110.00
002-001800	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Platte County	\$300.00
002-001802	Strobe XP 200	Platte County	\$369.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001803	Strobe XP 450	Platte County	\$888.00
002-001804	L1755 17 inch TFT Flat Panel Display Analog/Digital	Platte County	\$200.00
002-001805	dc5000 MicroTower	Platte County	\$1,663.00
002-001806	L1755 17 inch TFT Flat Panel Display Analog/Digital	Platte County	\$200.00
002-001807	dc5000 MicroTower	Platte County	\$1,663.00
002-001799	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Platte County	\$300.00
002-001798	HP Laser Jet 4250	Platte County	\$1,559.00
002-001980	dc5000 MicroTower	Saber Corp.	\$1,663.00
002-001704	L1755 17 inch TFT Flat Panel Display Analog/Digital	Saber Corp.	\$200.00
002-001982	Wasp WLS9000 Bar Code Reader	Saber Corp.	\$1,559.00
002-001909	L1755 17 inch TFT Flat Panel Display Analog/Digital	Sheridan County	\$200.00
002-001907	dc5000 MicroTower	Sheridan County	\$1,663.00
002-001906	dc5000 MicroTower	Sheridan County	\$1,663.00
002-001916	LabelWriter 330 Turbo	Sheridan County	\$110.00
002-001915	Print Server (PS121NA)	Sheridan County	\$70.00
002-001914	Strobe XP 200	Sheridan County	\$369.00
002-001913	Strobe XP 450	Sheridan County	\$888.00
002-001912	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Sheridan County	\$300.00
002-001911	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Sheridan County	\$300.00
002-001910	HP Laser Jet 4250	Sheridan County	\$1,559.00
002-001908	L1755 17 inch TFT Flat Panel Display Analog/Digital	Sheridan County	\$200.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001719	Print Server (PS121NA)	South Vault	\$70.00
002-001713	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001712	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001711	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001718	Print Server (PS121NA)	South Vault	\$70.00
002-001986	LabelWriter 330 Turbo	South Vault	\$110.00
002-001997	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001716	LabelWriter 330 Turbo	South Vault	\$110.00
002-001994	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001710	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001989	Print Server (PS121NA)	South Vault	\$70.00
002-001991	Print Server (PS121NA)	South Vault	\$70.00
002-001993	Strobe XP 200	South Vault	\$369.00
002-001987	Strobe XP 200	South Vault	\$369.00
002-001990	Print Server (PS121NA)	South Vault	\$70.00
002-001996	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001995	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	South Vault	\$300.00
002-001706	Strobe XP 450	South Vault	\$888.00
002-001707	Strobe XP 450	South Vault	\$888.00
002-001981	LabelWriter 330 Turbo	South Vault	\$110.00
002-001709	Strobe XP 200	South Vault	\$369.00



<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001988	Strobe XP 200	South Vault	\$369.00
002-001870	Print Server (PS121NA)	Sublette County	\$70.00
002-001865	dc5000 MicroTower	Sublette County	\$1,663.00
002-001863	HP Laser Jet 4250	Sublette County	\$1,559.00
002-001864	L1755 17 inch TFT Flat Panel Display Analog/Digital	Sublette County	\$200.00
002-001866	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Sublette County	\$300.00
002-001867	Strobe XP 450	Sublette County	\$888.00
002-001869	L1755 17 inch TFT Flat Panel Display Analog/Digital	Sublette County	\$200.00
002-001871	LabelWriter 330 Turbo	Sublette County	\$110.00
002-001872	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Sublette County	\$300.00
002-001950	Strobe XP 200	Sublette County	\$369.00
002-001868	dc5000 MicroTower	Sublette County	\$1,663.00
002-001859	Strobe XP 200	Sweetwater County	\$369.00
002-001862	HP Laser Jet 4250	Sweetwater County	\$1,559.00
002-001861	LabelWriter 330 Turbo	Sweetwater County	\$110.00
002-001854	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Sweetwater County	\$300.00
002-001860	Print Server (PS121NA)	Sweetwater County	\$70.00
002-001857	dc5000 MicroTower	Sweetwater County	\$1,663.00
002-001855	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Sweetwater County	\$300.00
002-001853	L1755 17 inch TFT Flat Panel Display Analog/Digital	Sweetwater County	\$200.00
002-001852	L1755 17 inch TFT Flat Panel Display Analog/Digital	Sweetwater County	\$200.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001856	dc5000 MicroTower	Sweetwater County	\$1,663.00
002-001858	Strobe XP 450	Sweetwater County	\$888.00
002-001778	L1755 17 inch TFT Flat Panel Display Analog/Digital	Teton County	\$200.00
002-001775	L1755 17 inch TFT Flat Panel Display Analog/Digital	Teton County	\$200.00
002-001777	dc5000 MicroTower	Teton County	\$1,663.00
002-001779	Strobe XP 200	Teton County	\$369.00
002-001781	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Teton County	\$300.00
002-001782	LabelWriter 330 Turbo	Teton County	\$110.00
002-001783	HP Laser Jet 4250	Teton County	\$1,559.00
002-001784	Print Server (PS121NA)	Teton County	\$70.00
002-001785	Strobe XP 450	Teton County	\$888.00
002-001780	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Teton County	\$300.00
002-001776	dc5000 MicroTower	Teton County	\$1,663.00
002-001773	Print Server (PS121NA)	Uinta County	\$70.00
002-001766	HP Laser Jet 4250	Uinta County	\$1,559.00
002-001768	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Uinta County	\$300.00
002-001769	dc5000 MicroTower	Uinta County	\$1,663.00
002-001770	L1755 17 inch TFT Flat Panel Display Analog/Digital	Uinta County	\$200.00
002-001772	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Uinta County	\$300.00
002-001774	LabelWriter 330 Turbo	Uinta County	\$110.00
002-001765	L1755 17 inch TFT Flat Panel Display Analog/Digital	Uinta County	\$200.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001771	Strobe XP 200	Uirta County	\$369.00
002-001767	Strobe XP 450	Uirta County	\$888.00
002-001764	dc5000 MicroTower	Uirta County	\$1,663.00
002-001757	L1755 17 inch TFT Flat Panel Display Analog/Digital	Washakie County	\$200.00
002-001754	Strobe XP 200	Washakie County	\$369.00
002-001756	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Washakie County	\$300.00
002-001753	dc5000 MicroTower	Washakie County	\$1,663.00
002-001758	Print Server (PS121NA)	Washakie County	\$70.00
002-001759	LabelWriter 330 Turbo	Washakie County	\$110.00
002-001760	L1755 17 inch TFT Flat Panel Display Analog/Digital	Washakie County	\$200.00
002-001761	dc5000 MicroTower	Washakie County	\$1,663.00
002-001762	Strobe XP 450	Washakie County	\$888.00
002-001763	HP Laser Jet 4250	Washakie County	\$1,559.00
002-001755	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Washakie County	\$300.00
002-001819	Strobe XP 450	Weston County	\$888.00
002-001828	dc5000 MicroTower	Weston County	\$1,663.00
002-001820	dc5000 MicroTower	Weston County	\$1,663.00
002-001821	L1755 17 inch TFT Flat Panel Display Analog/Digital	Weston County	\$200.00
002-001822	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Weston County	\$300.00
002-001829	LabelWriter 330 Turbo	Weston County	\$110.00
002-001827	Strobe XP 200	Weston County	\$369.00

<i>Asset Number</i>	<i>Description</i>	<i>Location</i>	<i>Cost</i>
002-001826	Print Server (PS121NA)	Weston County	\$70.00
002-001825	WLS 9000 Laser Scanner (with keyboard PS/2 wedge interface)	Weston County	\$300.00
002-001824	L1755 17 inch TFT Flat Panel Display Analog/Digital	Weston County	\$200.00
002-001823	HP Laser Jet 4250	Weston County	\$1,559.00
002-001975	L1755 17 inch TFT Flat Panel Display Analog/Digital	WyoReg PM	\$200.00
002-001705	dc5000 MicroTower	WyoReg PM	\$1,663.00
002-001985	HP Laser Jet 4250	WyoReg PM	\$1,559.00
<i>Total Cost:</i>			\$199,475.00

## ATTACHMENT 4

## AGREEMENT AND RELEASE

This AGREEMENT AND RELEASE is entered into this 14<sup>th</sup> day of April, 2006 (the "Effective Date"), between Wyoming Secretary of State's Office (hereinafter referred to as "SOS"), whose address is State Capitol, 200 West 24<sup>th</sup> Street, Cheyenne, Wyoming 82002, and Accenture LLP (hereinafter referred to as "Accenture"), whose address is 11951 Freedom Drive, Reston, Virginia 20190 (collectively referred to as the "Parties" or individually as a "Party").

*SSM  
JMT*

### RECITALS

1. The Parties entered into a contract on February 27, 2004, for the design, development, implementation, maintenance, support, and hosting of a statewide voter registration management system to meet the requirements of the Help America Vote Act of 2002, Public Law 107-252, 42 U.S.C. 15301-15545 (HAVA) (hereinafter "Contract").
2. The Parties have worked together in good faith to design and develop a statewide voter registration system designed to meet federal requirements.
3. The Parties have determined that it is no longer in either Party's best interests to continue to expend resources on this project, and termination of the Contract is appropriate.
4. The Contract will be deemed terminated for convenience. However, the Parties stipulate and agree that SOS may contract with another party to provide a statewide voter registration management system to meet the requirements of HAVA.
5. Upon execution of this Agreement, the Contract shall be deemed concluded and terminated as of the Effective Date, except as explicitly provided herein, and any and all rights, obligations, or duties under the Contract to be performed by the Parties, or inuring to the benefit of either Party, shall have no further force or effect.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties' mutual promises stated in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1.**

### **PAYMENT**

In full payment and consideration of this Agreement, Accenture shall pay to SOS the sum of Three Million Seven Hundred Thousand Dollars (\$3,700,000.00), within ten (10) business days of the execution by both parties of this Agreement. Said funds shall be paid by wire transfer to the following account:

State of Wyoming Treasurer - Secretary of State  
Wells Fargo Bank  
1701 Capitol Avenue  
Cheyenne, Wyoming 82001  
307.634.3314  
Routing Number 121000248  
Account Number 5454302133  
Beneficiary Acct – Wells Fargo NA

Note: Accenture must indicate whom the transfer is from by company name.

## **ARTICLE 2.**

### **RELEASE OF OBLIGATIONS**

For and in consideration of the promises cited herein, the Parties hereby mutually release, acquit, and discharge each other and their respective present and former employees, agents, attorneys, representatives, officers, directors, shareholders, affiliates, predecessors, successors, insurers, and assigns of and from any and all claims, demands, liabilities, or causes of action, legal or equitable, whether based upon statute, contract or tort, relating in any way to the Contract or the services provided in connection with the Contract, which have been asserted, could have been asserted, or otherwise arose or occurred prior to the Effective Date, whether known or unknown, and whether fully accrued or not.

The Parties hereby stipulate and agree that upon execution of this Agreement, each forever waives any and all causes of action against the other arising out of or related to the subject matter of the Contract. Each Party represents and warrants that it has not assigned or transferred to any third party any interest in any claim or cause of action which is being released by this Agreement. It is the intent of the Parties that this Agreement shall be construed as a general release with prejudice and shall be given the broadest interpretation possible so as to fully and finally resolve any and all claims,

disputes or causes of action arising prior to the Effective Date and related to the Contract in any way, whether presently known or unknown.

### ARTICLE 3.

#### COUNTERPARTS AND BINDING EFFECT

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to this Agreement.

### ARTICLE 4.

#### MISCELLANEOUS PROVISIONS

1. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed, and signed by all Parties to this Agreement.

2. **Attorneys' Fees and Costs.** Each Party shall bear its own attorneys' fees and costs in connection with the negotiations and execution of this Agreement.

3. **Authority to Sign.** Each person signing this Agreement covenants, warrants, and represents that he is authorized to execute this Agreement on behalf of the Party for which he signs and that all necessary board or other approvals have been obtained in connection herewith.

4. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matters covered herein, and no representations, warranties, or inducements have been made to any party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in this document.

5. **Governing Law.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. For purposes related to the enforcement of this Agreement, the courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.



6. **Sovereign Immunity.** The State of Wyoming and the Secretary of State's Office do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. § 1-39-104(a) and all other state and federal law; provided, however, that nothing within this paragraph shall prevent Accenture from enforcing the terms of this Agreement.

7. **Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

## ARTICLE 5.

### CONTINUING OBLIGATIONS

1. **Confidentiality.** In connection with the Contract, each of the Parties has disclosed to the other Party information that relates to the disclosing Party's business operations, financial conditions, customers, products, services, or technical knowledge ("Confidential Information"). The Parties agree that this Confidential Information was received in confidence, and was intended to be used solely for the purposes of the Contract. Following the Effective Date of this Agreement, each Party's Confidential Information will remain the property of that Party. Each of the Parties shall use at least the same degree of care to prevent disclosure of the other Party's Confidential Information as it uses to prevent disclosure of its own Confidential Information. On and after the Effective Date, neither party shall: (i) make any use or copies of the Confidential Information of the other; (ii) acquire any right in or assert any lien against the Confidential Information of the other; or (iii) sell, assign, lease, or otherwise commercially exploit the Confidential Information of the other Party. Nothing within this Paragraph shall prevent either Party from disclosing Confidential Information of the other Party to the extent required to satisfy any legal requirement of a competent government authority, provided that promptly upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party prior to making such disclosure in order that the other Party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information.

2. **Proprietary Items And Work Product.** In the course of its performance under the Contract, Accenture used hardware, third party software, materials, documentation, tools, or methodologies that are proprietary to Accenture or third parties, including the Accenture-owned AESM software (collectively "Proprietary Items"). Accenture also created reports, documents, templates, studies, strategies, operating models, technical architectures, designware, software objects, software programs, source code, object code, specifications, documentation, abstracts, and summaries thereof, and other work product and materials that were primarily originated by Accenture for the

Contract (collectively "Work Product"). These Proprietary Items and Work Product are deemed Confidential Information of Accenture, and the Parties acknowledge and agree that no license or other right to use, copy, modify, or prepare derivative works of these Proprietary Items and/or Work Product has been conveyed to the State of Wyoming or any political subdivision thereof. SOS expressly agrees that the State of Wyoming shall not attempt to use, copy, modify, or prepare derivative works of any Proprietary Items or Work Product following the Effective Date of this Agreement.

Nothing within the foregoing paragraph shall be construed to prevent SOS from using residual knowledge, know-how, or experience in future technology projects for SOS, nor shall it prevent SOS and the County Clerks from using voter registration forms, lists, or other materials required by statute or regulation which are substantially similar to Accenture-produced forms, lists, or other materials when the structure, format, or content of such forms, lists, or other materials is subject to HAVA or Wyoming statute or regulation.

3. **Return Of Confidential Information, Proprietary Items, And Work Product.** Within ten (10) days of the execution of this Agreement, each Party shall return or destroy, as the other Party may direct, all documentation in any medium, Confidential Information, Proprietary Information, and Work Product provided by the other Party in conjunction with the Contract, and shall retain no copies.

4. **Transfer Of Equipment And Warranties.** SOS will retain possession and title of all equipment provided by Accenture to SOS and counties under the Contract. Additionally, Accenture will ship the spare equipment purchased by SOS to SOS within ten (10) days of execution of this Agreement. Such equipment shall consist of:

- (i) Four (4) Workstations
- (ii) Four (4) Visioneer Document Scanners
- (iii) Four (4) Barcode Readers
- (iv) Three (3) Laser Printers
- (v) Three (3) Label Printers
- (vi) Three (3) Label Printer Print Servers

The parties acknowledge and agree that the equipment will be retained and/or shipped "AS IS," and Accenture does not make any warranties or guaranties regarding its condition, performance, or fitness for any particular purpose. With respect to the equipment that Accenture will ship to SOS, the method of shipment shall be consistent with the nature of the equipment and hazards of transport. SOS agrees to bear all risk of loss, damage, or destruction of the equipment after it has left Accenture's possession and/or has been transferred to the shipping service for transport. Upon execution of this Agreement, Accenture will be deemed to have transferred, assigned, and otherwise

conveyed to SOS all rights, privileges, licenses, obligations, liabilities, and warranties in the equipment. Within ten (10) business days of execution, Accenture will provide the existing documentation and agreements pertaining to such equipment. Accenture agrees that the difference between the total amount paid by SOS to Accenture under the Contract and the dollar amount to be paid by Accenture to SOS under this Agreement constitutes payment in full of all equipment retained by SOS.

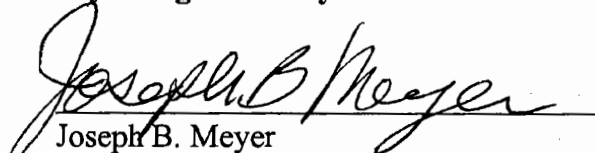
**ARTICLE 6.**

**UNDERSTANDING OF PARTIES**

By signing this Agreement, the Parties certify that they have read and understood it, that they agree to be bound by the terms of this Agreement, and that they have the authority to sign it. The Parties further have discussed with their respective counsel the consequences of this Agreement and acknowledge they have a full understanding of the consequences of execution of this Agreement.

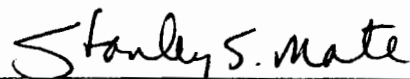
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**Wyoming Secretary of State's Office**

  
Joseph B. Meyer  
Wyoming Secretary of State

4/13/06  
Date

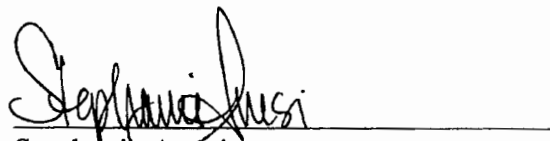
**Accenture LLP**

  
By: STANLEY S. MATE  
Its: DIRECTOR OF CONTRACTS

4/14/06  
Date

**Approval As To Form**

  
Attorney for Accenture LLP

  
Stephanie Anesi  
Assistant Attorney General

# Wyoming Secretary of State

Max Maxfield  
Secretary of State



Patricia O'Brien Arp  
Deputy Secretary of State

May 30, 2007

Curtis Crider, Deputy I. G.  
Office of the Inspector General  
United States Election Assistance Commission  
1225 New York Avenue, N.W., Suite 1100  
Washington, DC 20005

**RE: Wyoming Secretary of State's Response to NFR #1**

Dear Mr. Crider:

NFR #1 dated April 9, 2007 received by the Secretary of State on or about May 17, 2007 cites alleged findings relating to internal control deficiencies resulting in possible violation of applicable regulations and agreements. NFR #1 involves certain computer hardware and software purchased with HAVA funds for an unsuccessful voter registration system. On the unwinding of the voter registration contract the computer equipment had already been placed in each county but remained under State ownership. NFR #1 states there are no policies or procedures to ensure that computer equipment cost is allocated between HAVA approved activities and other usage as addressed in OMB circular A-133, Part 7, OMB Circular A-87 and Attachment A thereto. Further, EAC guidelines proscribe de minimus use of equipment for non-HAVA purposes.

Wyoming purchased certain computer equipment to meet federal implementation of a HAVA compliant voter registration system. A cursory look at the purchase and use of the computers leads one to wonder why the computer equipment was purchased and deployed as it was. That answer becomes clear when one considers the history of trying to implement a voter registration project in Wyoming, the original intent and purpose of the equipment, the timing of the failed voter registration project, and the demanding processes of bringing the state to full HAVA compliance.

In NFR #1 under the title, "Condition:" it refers to the ". . .purchase of two (2) desktop computer systems and one (1) computer server for each county..." For the purpose of clarification, the "server" is not what is customarily thought of as a typical high-powered specialized data server. Rather, the "server" that is referred to is a small box costing about \$70 that simply allows said computers to work with a small Dymo label printer.

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State Capitol Building  
200 West 24<sup>th</sup> Street

E-mail: [secofstate@state.wy.us](mailto:secofstate@state.wy.us)  
Website: <http://soswy.state.wy.us>

Cheyenne, WY 82002  
Phone: 307-777-7378

The Secretary of State takes administration of the federal HAVA money very seriously and is compelled to proffer the following information to clearly show this office's use of HAVA funds was, under the actual circumstances, proper and made with the full intention of meeting voter registration implementation. At no time did the Secretary of State decide to violate any HAVA provision for expediency or out of deliberate action.

### **History Of The Subject Voter Registration Equipment**

In 2004, Wyoming hired Accenture Inc. to develop a HAVA compliant statewide voter registration system. The contract outlined an "end-to-end" solution meaning that Accenture was responsible for software, hardware, training, deployment, hosting center, security and ongoing maintenance through 2010. The only aspect of the system which did not fall under the purview of Accenture was Internet connectivity throughout the state. During contract negotiations, this became a difficult point. Accenture did not want the responsibility for connectivity, and the Secretary of State did not want to leave Accenture with the built-in excuse that any failure could be attributed to connectivity, the only part of the end-to-end system that Accenture was not obligated to deliver.

The parties finally resolved this contract difficulty by agreeing to purchase two computers for each point of data entry into the system. The system was designed with one point of entry at each county seat, at the county clerk's office. This point of entry consisted of one computer which would remain a "virgin machine" which would be used exclusively to prove whether Internet connectivity existed. This machine was referred to as PC1. It could be used for no purpose other than to remain connected to the Internet and run the Accenture software. This machine was referred to as "insurance," as a way to hold Accenture's feet to the fire. If the software was running on PC1, but not elsewhere, then clearly Accenture had the contractual obligation to accept responsibility for the failure and make immediate fixes. Conversely, if PC1 was not functioning, a connectivity issue was involved and Accenture was not at fault. We submit that PC1 was purchased exclusively for HAVA purposes. It was tucked off to the side or in another part of the office entirely to be looked at if there were system problems. Therefore, PC1 in each county clearly should have been paid for with HAVA funds and is not subject to the concerns of NFR #1.

Having just a PC1 in each county clerk's office made no sense however, because the clerks needed a computer on which their day-to-day voter registration work could be performed. The Accenture software could not be run on just any PC, rather it had a large programming "footprint" and required a current operating system. Many counties did not have equipment current enough to handle the Accenture voter registration program. Therefore, a second computer was purchased for each county. This second computer, known as PC2, was not locked down and was not required to remain a "virgin machine." Other programs could be added and run on the PC2 machine. Wyoming's county clerk offices are, with a couple of exceptions, small with a limited number of staff. They neither have the need nor the room to function with a separate computer for each office activity. In addition, connectivity and the expense of providing acceptable data ports for multiple computers is prohibitively expensive. Reality dictated that one desktop be used for voter registration and for other tasks performed by the clerks' staff.

NFR #1 suggests that the counties should have allocated the cost for HAVA computers based on non-HAVA related activities performed on a pro-rated scale. That proposal would likely work well in populated states but penalizes states with small populations. In more populous states there are several employees in state and county offices who work exclusively on voter registration. Those states would be entitled to fully allocate costs of computers for those staff members. In Wyoming, because our population is so incredibly small, less than a half million people statewide, there are no counties who have anyone assigned specifically to voter registration duties; nor does the Secretary of State's Office enjoy that luxury. In fact, the population is so low that there is not much voter registration traffic on any given week in county offices. If we prorate the equipment based on voter registration work, most counties would have to pay over 90% of the voter registration equipment cost. Clearly that is not a cost they would have incurred had it not been for implementing HAVA's provisions. That is why HAVA paid for the computers in the first place—few counties had current PCs up to the task. Maintaining a workstation for voter registration is clearly a HAVA induced cost. Therefore, it is only right that HAVA pay for PC2 as well as PC1.

#### **Timing of the Failed Voter Registration Project**

Wyoming was the first state to undertake development of a HAVA compliant voter registration system. States faced a timing dilemma given HAVA's short implementation deadlines, and a small population state like Wyoming which was also a minimum funded state, faced competition with larger and better funded states for a finite number of voter registration development companies. We felt that Wyoming must act quickly or we would be too insignificant for a voter registration developer to pull resources away from larger, better paying projects to work with us. I believe there was also an incentive for voter registration developers to work early with a small state like Wyoming before taking on a mammoth project for a population center state. As a consequence we faced a very steep learning curve being first out of the chute.

As the EAC is aware, the contract with Accenture was terminated in March 2006. It needed to be terminated because we believed the design was fatally flawed. It was only at that point that we encountered these unusual circumstances involving the HAVA purchased computer equipment. During negotiations for termination of the voter registration contract, Accenture agreed to return all of the money which Wyoming had paid for the project less the amount for the equipment already purchased and installed. As a result, \$3.4 Million was returned to the state to be used in accomplishing HAVA's purposes. The State and HAVA ultimately received ownership of the computer equipment originally invoiced at \$250,000 by paying Accenture's \$199,475. This was considered to be an excellent offer for the State since we paid far less for equipment originally costing much more. In retrospect, it might seem to have been better not to have kept the equipment potentially avoiding this whole issue. However, in negotiations, Accenture was willing to refund the entire \$3.4 million back to the state if the state kept the equipment, presumably because they did not want to deal with used equipment, which was an understandable negotiating point.

After the Accenture project unwound, the State notified the counties that the voter registration equipment would remain in the county offices. Counties were notified that they could use the equipment for the interim voter registration project which was quickly implemented for the 2006 election and the equipment would need to be kept available for the final HAVA compliant system when it was finally deployed.

### **The Ongoing Process of Trying to Bring the State to Full Compliance**

Now, Wyoming has entered into a contract with Saber Corporation to implement a HAVA compliant voter registration system. The computers, although now several years old, should be useful with the new system, although the new system will not “require” two computers as the previous one did, since the Saber system houses the main program at the hosting center and uses Citrix and almost any modern computer to push the data packets across the Internet. The Accenture system and the Saber system structure are not at all similar.

Therefore, the timing of the EAC audit left Wyoming in the worst light possible in terms of analyzing the purchase and use of the voter registration equipment halfway between a failed system and implementation of a replacement. Had the EAC analyzed the situation in light of the Accenture contract and the intended purposes of the equipment, it would have found all to be clearly HAVA compliant. Once a HAVA compliant voter registration system is in place, an analysis will likely show the computers being used for HAVA related activities.

### **Additional Concerns with the NFR**

We have two additional concerns with the NFR.

First the NFR refers under the CAUSE and EFFECT section on page 2 to “lost funds in the HAVA program.” We take serious exception to the implications of this language. There are no lost HAVA funds. In fact, with the failed voter registration project HAVA could have stood to lose over \$3.6 million due to no fault of HAVA or the state of Wyoming. Rather, \$3.4 million was recovered for HAVA and \$250,000 worth of equipment was obtained for \$199,475. No funds were lost by placing equipment in Wyoming counties to meet HAVA requirements.

Secondly, under this NFR the cost of the failed project is borne entirely by the state of Wyoming based on the OMB circulars and the EAC guideline #2 cited. This is because allocation of expense is based entirely on relative benefits received. Where we have a failed contract and no system, there won't be any relative benefit to HAVA. We would understand the application of the OMB Circulars if equipment was purchased for an exorbitant price; however, it seems silly to believe that the military would receive an NFR because it stuck its neck out and terminated development of a plane which did not function as intended and utilized components which it paid for and which would otherwise go to waste. Therefore, the application of these guidelines to the circumstances Wyoming faced applies an unreasonable penalty for terminating a contract which rightly should have been terminated; and allocation based on relative benefit received is entirely inappropriate.

**Page 5**  
**May 30, 2007**  
**Mr. Curtis Crider**

**Considerations**

Wyoming requests that the EAC reconsider issuance of NFR #1 in light of the facts provided above. We request you consider the original purpose and intent of the equipment as of the time it was purchased. Consider the impact of the failed Accenture project, and consider the small population of the state which allows no appreciable economies of scale or reasonable pro-rating of non-HAVA expenses. We would also request the EAC to consider the realistic liquidation value of three year old computer equipment and the amount one might reasonably expect to recover.

We appreciate the opportunity to provide the additional facts for you and the EAC to consider before moving along to a formal NFR process. This office looks forward to hearing from you after reconsideration based on this submission.

Sincerely,

/s/

Patricia O'Brien Arp, Ph.D.  
Deputy Secretary of State

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## AUDIT METHODOLOGY

Our audit methodology included:

- Assessing audit risk and significance within the context of the audit objectives.
- Obtaining an understanding of internal control that is significant to the administration of the HAVA funds.
- Understanding relevant information systems controls as applicable.
- Identifying sources of evidence and the amount and type of evidence required.
- Determining whether other auditors have conducted, or are conducting, audits of the program that could be relevant to the audit objectives.

To implement our audit methodology, below are some of the audit procedures we:

- Interviewed appropriate SED employees about the organization and operations of the HAVA program.
- Reviewed prior single audit report and other reviews related to the state's financial management systems and the HAVA program for the last 2 years.
- Reviewed policies, procedures and regulations for the SED's management and accounting systems as they relate to the administration of HAVA programs.
- Analyzed the inventory lists of equipment purchased with HAVA funds.
- Tested major purchases and supporting documentation.
- Tested randomly sampled payments made with the HAVA funds.
- Verified support for reimbursements to local governments (counties, cities, and municipalities).
- Reviewed certain state laws that impacted the election fund.
- Examined appropriations and expenditure reports for state funds used to maintain the level of expenses for elections at least equal to the amount expended in fiscal year 2000 and to meet the five percent matching requirement for section 251 requirements payments.
- Reviewed/examined information regarding source/supporting documents kept for maintenance of effort and matching contributions.

- Evaluated compliance with the requirements for accumulating financial information reported to the Commission on the Financial Status Reports, Form SF 269, accounting for property, purchasing HAVA related goods and services, and accounting for salaries.
- Verified the establishment and maintenance of an election fund.
- Verified whether the state has sustained the state's level of expenditures for Elections.

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***MONETARY IMPACT AS OF FEBRUARY 28, 2007***

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<i>Description</i>	<i>Questioned Costs</i>
Non-HAVA use of equipment	\$173,322
Totals	\$173,322

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## **OIG's Mission**

The OIG audit mission is to provide timely, high-quality professional products and services that are useful to OIG's clients. OIG seeks to provide value through its work, which is designed to enhance the economy, efficiency, and effectiveness in EAC operations so they work better and cost less in the context of today's declining resources. OIG also seeks to detect and prevent fraud, waste, abuse, and mismanagement in these programs and operations. Products and services include traditional financial and performance audits, contract and grant audits, information systems audits, and evaluations.

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## **Obtaining Copies of OIG Reports**

Copies of OIG reports can be requested by e-mail.  
([eacoig@eac.gov](mailto:eacoig@eac.gov)).

Mail orders should be sent to:

U.S. Election Assistance Commission  
Office of Inspector General  
1225 New York Ave. NW - Suite 1100  
Washington, DC 20005

To order by phone: Voice: (202) 566-3100  
Fax: (202) 566-0957

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## **To Report Fraud, Waste and Abuse Involving the U.S. Election Assistance Commission or Help America Vote Act Funds**

By Mail: U.S. Election Assistance Commission  
Office of Inspector General  
1225 New York Ave. NW - Suite 1100  
Washington, DC 20005

E-mail: [eacoig@eac.gov](mailto:eacoig@eac.gov)

OIG Hotline: 866-552-0004 (toll free)

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